ANNEXURE-5
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-DL96878849391024P
Certificate Issued Date	:	24-Jun-2017 09:43 AM
Account Reference	:	IMPACC (IV)/ dl828003/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL82800394683010801889P
Purchased by	:	IDBI Bank Limited
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	IDBI Bank Limited
Second Party	:	na
Stamp Duty Paid By	:	IDBI Bank Limited
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

.....Please write or type below this line.....

TRIPARTITE AGREEMENT

THIS AGREEMENT is made at NOIDA, on this 20th day of JULY 2017

AMONGST

M/s GHPPL a company incorporated under the Companies Act, 1956, having its Registered Office at C-23, Greater Kailash Part-I, New Delhi hereinafter called the Party of the First Part **(the Builder)**,

For IDBI BANK LIMITED

Authorised Signatory

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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[redacted]

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AND

Shri UTTAM MECH S/o, W/o, D/o Shri .....
R/o .....
and Shri ..... S/o, W/o ,D/o Shri .....
R/o .....
hereinafter called the Party of the Second Part **(the Borrower)**

AND

IDBI BANK LIMITED, a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its Registered Office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai – 400 005, and having its place of business in India at: ----------
----------hereinafter called the Party of the Third Part **(the Bank)**

The term and expression, Party of the First Part **(the Builder)**, Party of the Second Part **(the Borrower)** and the Party of Third Part **(the Bank)** unless repugnant to the context, shall mean and include legal successors, legal representatives, assigns, receivers, legal heirs and liquidators etc.

WHEREAS:

A. The Bank has introduced a Home Loan Scheme with an aim to provide loan to interested persons to enable them to purchase and acquire flats in India.

B. M/s. UMPL , the Builder, are the reputed colonisers and builders and have come out with a scheme of developing, allotting and selling the flats / houses at Sec-110, NOIDA .

C. It has been felt that persons may have good earning potential but are not in a position to make a lump sum payment and require assistance of the Bank loan facility to finance the purchase of flat / house.

D. The Borrower and the Bank have also entered into separate agreements governing the terms and conditions of the financial assistance/Loan facility.

E. The parties hereunto enter this Agreement laying down mutual obligations to be necessarily performed forming consideration for each other.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH as under:

1. The Builder and the Borrower entered in to an Agreement for sale or Flat Buyer's Agreement dated /Allotment Letter dated 22-05-17 wherein the Builder has agreed to sell and the Borrower has agreed to purchase the flat / house more particularly mentioned in the Schedule attached hereto (the **Property**) on the terms and conditions contained therein.

2. One of the conditions of the Agreement for Sale is that the Borrower shall pay the sale consideration to the Builder as per the schedule of payment described in the Agreement for Sale. In consideration of Parties agreeing to perform their respective obligations under the Agreement for Sale and this Agreement, the Bank has agreed to give a loan to the maximum extent of Rs. (Rupees only) (**Home Loan**) to the Borrower, on the terms and in accordance with the agreement dated and other documents executed by and between the Borrower and the Bank (hereinafter collectively called "Loan Documents").

3. The Borrower authorises the Bank to disburse the Home Loan directly to the Builder and such disbursement shall be deemed to have been made to the Borrower. The Borrower agrees not to raise any dispute or objection on the ground that the disbursement was not in accordance with the schedule of payments contained in the Agreement for Sale or not in consonance with the progress of construction. The Bank has no obligation to verify the progress of construction and has every right to withhold or recall the Home Loan for non-compliance or default of any of the conditions mentioned in the Loan Documents.

4. The Builder agrees, undertakes and assures the Bank and the Borrower the following:

For IDBI BANK LIMITED

Authorised Signatory

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(a) Except the mortgage created in favour of ..... the Builder has a clear and marketable title to the land and the building / flat / house / the Property constructed / to be constructed thereon and has obtained all permissions and approvals as are necessary for constructing the building / flat / house / the Property from the concerned authority and shall obtain further permissions as are required for handing over peaceful possession and enjoyment of the Property.

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(b) The Property is not subject to any lien or encumbrance.

Or

The project "..... " is funded by ..... and ..... has issued No objection certificate dated ..... where in it has accorded its permission for mortgaging " the said property " in favour of IDBI Bank Ltd on first pari passu charge second charge basis , as security for financial assistance sanctioned/disbursed by IDBI Bank Ltd to Mr/Mrs ..... subject to deposit of entire sales receivable in the escrow account /account no. ..... maintained with ..... branch of ..... Bank .....

Except the mortgage in created in favour of ..... as mentioned above, we have a clear legal and marketable title to the said property and every part thereof.

(c) The Builder shall construct and complete the construction as per the permissions and approvals and the Agreement for Sale within the time frame specified therein. The Builder shall submit periodical progress report of the construction/developments to the Bank. In the event of any delay in construction/development for reasons beyond the control of the Builder, he shall intimate in writing the Borrower and the Bank. This intimation shall be in addition to and without prejudice to any right the Borrower may have against the Builder.

(d) The Builder shall not convey / transfer or give possession of the Property without the written consent of the Bank. All original documents pertaining to the Property, as and when executed or registered, shall be forwarded directly to the Bank.

(e) The Builder shall permit or has permitted the Borrower to create a mortgage on the Property as security for the Home Loan and agrees to co-operate with the Bank for creation, perfection and enforcement of security.

(f) In case the Borrower is not in a position to pay or perform as per the Loan Documents or in case the Borrower wants to be discharged of his obligations, partially or fully, the said Borrower may recommend or the Bank may agree to have a new Borrower in place of the existing Borrower upon such terms and conditions to be decided at that time including transfer charges as agreed to between the Builder and the Borrower. The discretion, whether to have the new borrower in place of the old borrower, vests with the Bank.

5. The Borrower agrees, undertakes and assures the Bank the following:

(a) The Borrower shall bring in or make proportionate amount of his contribution in the form and manner acceptable to the Bank so that the schedule of payments mentioned in the Agreement for Sale is adhered to. The Bank has no obligation to make disbursement to the Builder unless the required amounts are brought in by the Borrower.

(b) The Borrower shall pay sale consideration and other payments, if any, before or at the time of taking possession of the Property and / or getting the conveyance deed executed / registered.

(c) The Borrower shall deposit the Agreement for Sale and other documents with the Bank. As and when a mortgagable right is transferred or created in favour of the Borrower, he shall create security on the Property to secure the Home Loan in such form and manner acceptable to the Bank. Parties desire that Agreement for Sale entered into between the Borrower and the Builder shall be kept by the Bank in its safe custody till terms and conditions of grant of loan are complied with.

6. The Borrower and the Builder acknowlege and agree that the Home Loan along with interest and other monies is recallable on demand for any default made by the Borrower, or the Borrower being declared as insolvent or incapable of handling his affairs, or the completion of the project is delayed, which, in the opinion of the Bank would affect the repayment of the Home Loan or quality of the security or for any reason which, in the sole discretion of the Bank, warrants recall of the Home Loan and other dues.

For IDBI BANK LIMITED

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7. The Borrower and the Builder agree that:

   (a) The Bank may call upon the Builder, in writing, to cancel the Agreement for Sale executed with the Borrower and enter into a fresh Agreement for Sale with the Party nominated / suggested by the Bank on the same terms and conditions.

   (b) The Builder shall not terminate / cancel / modify the Agreement for Sale without written consent of the Bank. In case of termination / cancellation of the Agreement for Sale for any reason whatsoever, the Builder shall refund the following amounts to the Bank within fifteen days from the date of such termination / cancellation:

   (i) The amount of Home Loan disbursed by the Bank; and

   (ii) It is agreed and understood that, if the Agreement for Sale permits, the Builder may retain the non-refundable earnest money not exceeding _____% of the basic sale price paid to the Builder and the balance amount shall be refunded to the Bank on account of interest, overdue interest and other payments /charges that is due to the Bank .

8. In case there is a co-financing arrangement with the Bank wherein a portion of the sale consideration is funded by any other bank / institution, the rights and remedies accruing to or in favour of the Bank under this Agreement, the Tripartite Agreement, the loan agreement / Loan Document, and the supplemental documents shall accrue jointly in favour of the Bank and the co-financier(s). These rights and remedies may be enforced by the Bank either on its own account or for self and on behalf of the co-financier(s).

9. That the Builder and the Borrower shall accept as true and correct the account of the Borrower if they are reflected correctly in the books of the Bank.

10. The Builder shall recognize the Bank as a duly authorized agent of the Borrower for implementation of all the terms and conditions of the Agreement for Sale and/or this agreement.

11. The Courts of _____ alone would have the jurisdiction to entertain any dispute arising out of this agreement.

12. The Builder has assured the Bank that:

    - the flat plot/Property under consideration /development is free from all charges and encumbrances

    OR

    - the Builder has already obtained a specific letter from his financier for excluding the Property from the purview of charge if the entire project is already charged in favour of the Builders financier;

    OR

    - the Builder shall obtain a specific letter from his financier for excluding the Property from the purview of the charge if the Builder, at any time during the currency of this MOU, creates a charge in favour of the Builders financier.

13. The charge / lien of the Bank has been duly noted by the Builder in its records/books. The Builder shall not create any charge on the flat/plot/Property under construction/development without specific approval from the Bank, which shall not be unreasonably withheld by the Bank.

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14. The Builder shall not allow the transfer of property during the pendency of Home Loan without the written consent of the Bank. The Bank shall always hold the first charge on the said flat / plot till the entire loan is paid back by the Borrower.

15. The Property is still under construction by ..... ("the Builder") and shall be ready for Registry only on or around .....

SCHEDULE

of land and flat no. .....

PARTY OF THE FIRST PART (the Builder)

PARTY OF THE SECOND PART (the Borrower)

PARTY OF THE THIRD PART (the Bank)

For IDBI BANK LIMITED

Authorised Signatory

Witness:

1.

2.

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